

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
DEATH VALLEY NATIONAL PARK
COMMERCIAL USE AUTHORIZATION

BACKCOUNTRY CAMPING

1. The Backcountry Camping CUA allows the Holder to conduct camping services for private individuals, groups or organizations. The Holder is not permitted to transport clients in any vehicle while operating under this permit unless the Holder also holds a valid Commercial Transportation CUA and the vehicle is registered with the California Public Utilities Commission. The Holder must also be issued a Guided Hiking CUA to conduct any hikes in Death Valley National Park. While the guide is not responsible for the operation of the transporting vehicle, unless they are the operator; the guide must be familiar with Park regulations regarding vehicle length restriction, bus parking and passenger loading and unloading. The Holder is responsible for the actions of their clients while they are out of the vehicle and participating in the guided activity.
2. In accepting this Authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the Park was established; for example, visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture within the Park, to their clientele.
3. Information provided through tour leaders, brochures, literature or advertising will insure that the information that is provided to Park visitors is accurate and reflects the most current information available to depict Park flora, fauna, culture and history. (Information may be found on the internet at <http://www.nps.gov/deva/index.htm>). A general outline of information to be provided must be submitted along with the application for CUA.
4. The Holder shall train their employees and educate their clients to ensure that the Park's geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing their employees and clients of Park regulations and assuring compliance on full service trips. The Holder shall insure that all employees and clients entering the Park are informed of all applicable "Special Park Conditions" of this Authorization. The company may be cited for any violations committed by their employee(s). (The Holder is responsible for the actions of its client(s) while they are under the direction of the guide.)
5. Commercial use authorizations issued by Death Valley National Park are only valid for planned and approved activities within Death Valley National Park and are not transferable to other National Park Service units.
6. The Holder is required to carry a valid copy of this Authorization while conducting guiding services within the Park.
7. Guides must be the direct employees of the CUA Holder. Guides must be a minimum of eighteen (18) years old. The Holder shall ensure that their guides possess the knowledge, skills and experience necessary to safely lead groups on day trips into the Park. The Guides must have experience in the areas in which they guide. Guides, leading clients into the Park must understand the hazards involved and be properly trained and prepared for conditions and situations, which may be encountered.
8. The permittee, in exercising the privileges granted by a permit, will be required to comply with all applicable federal, state, county, and local laws, ordinances, regulations, codes, permit requirements, and conditions as well as departmental guidelines and park regulations contained in Title 36 of the Code of Federal Regulation available at: <http://www.law.cornell.edu/cfr/text/36>
9. Permittee is responsible for reading the annual Superintendent's Compendium and being familiar with all applicable laws and policies that govern Death Valley National Park: <http://www.nps.gov/deva/parkmgmt/rules-and-regulations.htm>
10. Holder will be held responsible for assuring that entry fees are paid by all participants and agrees to pay all applicable entrance fees in effect at the time of arrival at the Park. Under 36CFR 2.23(b), failure to pay the designated entrance fee upon entering Death Valley National Park may result in a fine and the suspension or revocation of your permit.
11. Groups will notify the Death Valley National Park permits office of all proposed trips and any proposed changes to trip itineraries via a **Supplemental Activity Application** submitted to the Special Park Uses Office at least 7 business days prior to proposed trip. Failure to do so may result in the revocation of a commercial use authorization as well as other associated permits.

12. Leave No Trace principles and ethics are in effect for all participants. CUA holder must provide Leave No Trace brochures to all participants. Permittee will sign a Leave No Trace Certification. Tri-fold brochure is available at:
<http://Int.org/sites/default/files/PrinciplesTrifold.pdf>
13. The Holder is to maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. This accounting system must be capable of providing the information required by this Authorization. The Holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this Authorization.
14. The Holder shall submit the annual survey to the Office of Special Park Uses. The completed report form is due by January 15th of the year following the expiration date on this permit and includes a summary of total in-park visitor use and gross revenues for the year. Failure to submit completed documentation by the January 15th date may result in a fine and the suspension or revocation of your current permit..
15. NPS policy states that operators cannot require visitors (clients) to waive their right to hold CUA holders responsible for actions. The Holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer and/or indemnification agreement. The Holder is permitted to request or require clients to sign an acknowledgement of risk statement or form prior to participation. The Holder may require or request a client sign a form or statement indicating that the client has certain prerequisite skills that may be required to participate in the commercial activity. The only Acknowledgement of Risk form that has been approved by Death Valley National Park is available on the park website at:
<http://www.nps.gov/deva/parkmgmt/upload/Exhibit-1-Acknowledgement-of-Risks.pdf>
16. Group Size: Maximum group size is limited to 12 people, including clients and guides.
17. Additional customers may not be added to the tour while the Holder is in the Park. All bookings and financial transactions must take place outside of the Park.
18. It is the responsibility of the Holder to obtain any additional permits necessary for additional activities associated with this permit.
19. CUA does not imply exclusive use of any area in the Park. Activity may occur anywhere in the park as long as it does not conflict with NPS-sponsored programs or obstruct the ability of visitors to access and enjoy an area of the park and take place in an area that is open to the general public. Locations must be pre-approved by the NPS and permittee must provide a daily schedule.
20. The following areas are closed to all entry, except when accompanied by National Park Service personnel: Copper Canyon, Devils Hole, Titus Canyon Cave, Lower Vine Ranch, American Borate Company mines near Ryan, Timbisha-Shoshone tribal areas near Texas Springs Campground, Crystal Cave, Skidoo Stamp Mill, all mines including those without an installed closure, any facilities or buildings used for the storage, treatment, or transmission of electricity, gas, telephone, waste disposal or domestic water and the Cow Creek employee housing area.
21. All special use or commercial use activity areas will remain open to the public. Activities will not unduly interfere with other park visitors' use and enjoyment of the park, and will not block access to wayside exhibits, visitor centers, viewpoints, parking lots, or any points of interest.
22. Only one commercial group per day in Mosaic Canyon, Natural Bridge Canyon, Indian Pass Canyon and Sidewinder Canyon.
23. All backcountry camps must be 100 feet from the nearest water source.
24. Unless an area is closed to backcountry camping, camping is permitted 2 miles from the nearest paved road, day use road, or developed area.
25. Roadside camping in backcountry locations is permitted in previously disturbed areas immediately adjacent to the road. The wilderness boundary is 50 feet from the centerline of unpaved roads.
26. The superintendent reserves the right to close any area to commercial activities if conditions warrant.
27. Trips taking place in wilderness will be undertaken in a spirit which preserves and enhances the wilderness resource, by furthering at least one of the public purposes of wilderness as defined in the Wilderness Act -- recreational, scenic, scientific, educational, conservation, or historical use.
28. Pathways used to access areas will be chosen so as to minimize biophysical and social impacts.
29. The permittee hereby agrees to transport all group participants for each trip in no more than four (4) vehicles within the park.
30. Operating a motor vehicle in a manner that causes unreasonable damage to the surface of a park road or route is prohibited.

31. Vehicles with off-road registration "green stickers" may not be operated in the park.
32. Off-road vehicles are prohibited from operating on all park roads, paved or dirt. These types of vehicles include, but are not limited to, ATVs, dirt or motocross bikes, and golf carts, Rhino or Polaris multiple passenger vehicles. Dual sport motorcycles are allowed on paved or dirt roads as long as the vehicle is registered and street legal according to California state laws.
33. Off-road travel by any vehicles will be prohibited. This includes motorcycles, bicycles and four-wheel-drive vehicles. Vehicles are not permitted to park off road but may park in pre-disturbed areas along roadways and in a manner that does not prevent the flow of traffic. Keep all vehicles and trailers on established roadways and shoulders.
34. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.
35. Stunt or high-speed driving will be prohibited. All speed limits will be obeyed.
36. Maximum speed limit for all dirt roads is 25MPH.
37. Group leaders and guides must be currently certified at the Wilderness First Aid/CPR level or higher for emergency medical care.
38. Group leaders will provide initial response to emergency medical incidents.
39. The CUA operator is responsible for notifying the Park of any accident that results in an injury requiring the care of a physician.
40. The Holder shall pay the United States Government for any damage(s) resulting from this special use which would not reasonably be inherent in the use which the Holder is authorized to make, as described in this Authorization.
41. The Holder shall be responsible for costs associated with mitigation of damage to resources resulting from violation of park rules and or regulations.
42. The Holder shall assume all costs incurred by the National Park Service associated with rescues, evacuations and/or searches for persons participating in trips guided by the Holder and resulting from the Holder's negligence.
43. Any harassment and/or threats to any National Park Service employee by the Holder will result in the suspension and/or revocation of this Authorization.
44. This Authorization does not permit the Holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
45. Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Death Valley National Park.
46. Commercial photography or commercial filming for use in advertising future trips, may require a separate filming permit and must be approved by the Superintendent. (Contact the Office of Special Park Uses for information.)
47. Natural and cultural features are protected by law and must not be disturbed or molested.
48. Non-native or exotic species of plants or animals will not be introduced to the park by any proposed activities.
49. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological feature will be prohibited.
50. Digging, scraping, or moving natural, historical or archeological features will be prohibited.
51. Furnishings, artifacts, and other historic objects will not be touched or moved, except by park staff. If the need to move any object is anticipated, special arrangements must be made in advance and approved by cultural resources staff.
52. Cutting of branches or removing any vegetation will be prohibited.
53. Hunting, trapping, feeding, touching, harassing, frightening or intentional disturbing wildlife will be prohibited.
54. Introducing wildlife, fish or plants, including their reproductive bodies, into the park's ecosystem will be prohibited.
55. Viewing wildlife with artificial light will be prohibited. This includes infrared and black lights.
56. Using a mineral or metal detector in the park will be prohibited except by special permission from the Park Superintendent.
57. Attaching anything to NPS facilities, structures, rocks or vegetation will be prohibited without permission of the Park Superintendent.
58. Pets will be prohibited in wilderness areas and on any trail. Pets must be restrained on a leash which shall not exceed six feet in length, or otherwise physically confined at all times. Pets must not be left unattended in a vehicle or tied to an object.

59. The Holder will not transport external speaker audio devices. Devices used with personal headphones/earplugs are allowed. Loud noises (exceeding 60 decibels at 50 feet in distance) will be prohibited between 10:00pm and 6:00am, and minimized at other times to protect park soundscapes.
60. Public address systems and sound amplification equipment will not be allowed unless prior permission has been requested and approved by the park's Special Use Coordinator. If approved, audio amplification may not interfere with other visitor activities.
61. Nudity in public areas will be prohibited.
62. Mylar or helium balloons will be prohibited. No release of doves, butterflies, or other living objects.
63. Removal, moving, or obscuring park road signs, speed limit signs, or wayside signs will be prohibited.
64. Activities will not interfere with traffic (vehicle or foot traffic) for more than 10 minutes at a time. An NPS monitor may be assigned to provide traffic control as needed.
65. Smoking will be prohibited inside buildings, on boardwalks and in vegetated areas.
66. All fire safety regulations will be complied with by the permittee, including compliance with temporary closures resulting from extreme fire conditions.
67. Possession and/or use of fireworks are prohibited in the Park.
68. Caches are an extreme measure and should only be used when there is no other alternative. All caches must be transportable using non-motorized, non-mechanized methods. All caches are limited to 30 days duration from the time the items are initially cached until they are consumed and the containers removed. Caches may not involve digging or any disturbance to natural or cultural resources. Caches pose specific health risks including contamination and unexpected loss of the cache (due to weather, wildlife, vandalism, etc.). All visitors who chose to cache do so at their own risk. All proposed caches must be identified at the time of the overnight visitor use permit request, including cache locations, volumes to be cached, and the dates the cache will be left and when it will be removed.